

REMARKS/ARGUMENTS

1.) Status of the Claims

Claims 1-17 are pending in the application. Favorable reconsideration of the application is respectfully requested in view of the following remarks.

2.) Claim Rejections – 35 U.S.C. § 103 (a)

Claims 1-17 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Cooper, *et al.* (U.S. Patent Publication No. 2004/0068473) in view of Cunningham, *et al.* (U.S. Patent Publication No. 2004/0029566). Applicants continue to respectfully traverse these rejections. The proposed *Cooper-Cunningham* combination fails to disclose, teach, or suggest every element of the rejected claims.

a. Independent Claims 1 and 10

As previously argued, the proposed *Cooper-Cunningham* combination fails to disclose, teach, or suggest every element of independent Claims 1 and 10. For example, the proposed *Cooper-Cunningham* combination fails to disclose a method comprising “the content provider server sending a URL network address to the customer terminal to connect the customer with the transaction router for performing a purchase dialogue” as recited by claim 1.

As the Office Action concedes, “*Cooper* does not explicitly disclose the content provider sending a URL network address to the customer terminal to connect the customer with the transaction router for performing a purchase dialogue.” Office Action at p. 4. Combining *Cooper* with *Cunningham* fails to remedy this omission because *Cunningham* also fails to disclose this element of claim 1. In attempting to address this element, the Office Action cites to a portion of *Cunningham* that describes “a charging system” that, according to *Cunningham*, can be implemented using a conventional e-commerce system “with the addition of a single link to the toll sever on the content provider’s sales confirmation web-page (e.g. a single button labeled ‘Buy Now’ or ‘Proceed’ etc).” *Cunningham* at ¶ 0126 (emphasis added). According to *Cunningham*,

"[t]his link uses a URL which encodes the transaction data including amount, etc." *Id.* As *Cunningham* states, this link is added to a sales confirmation web-page, i.e., it occurs after a transaction. Therefore, this URL is not used "to connect the customer with the transaction router for performing a purchase dialogue." Consequently, the cited portion of *Cunningham* fails to disclose "the content provider server sending a URL network address to the customer terminal to connect the customer with the transaction router for performing a purchase dialogue" (emphasis added) as recited by Claim 1, and thus, the proposed *Cooper-Cunningham* combination also fails to disclose this element.

Although of differing scope from Claim 1, Claim 10 includes elements that are not disclosed, taught, or suggested by the proposed *Cooper-Cunningham* combination for reasons analogous to those discussed with respect to claim 1. Additionally, the proposed *Cooper-Cunningham* combination is improper. Claims 1 and 10 are thus allowable for at least these reasons. Applicants respectfully request reconsideration and allowance of claims 1 and 10, and their respective dependent claims.

b. Dependent Claims 9 and 17

As discussed above, dependent Claims 9 and 17 are allowable for at least the same reasons as their respective base claims. Furthermore, Applicant contends that these claims include additional limitations that are not disclosed, taught, or suggested by the cited references.

For instance, Claims 9 and 17 recite the limitation wherein "each of said established relationships includes a business agreement and necessary technical interfaces." These established relationships are established "with the content provider and with the access operator." The Office Action relies on portions of *Cooper* as allegedly disclosing this limitation. Office Action at p. 5. Applicant respectfully disagrees. The cited portions disclose a transaction validation server that may query a database to determine "what arrangements, if any, the customer 10 has made to pay for the content requested." *Cooper* at ¶ 0017. Initially, Applicant respectfully contends that this fails to disclose "each of said established relationships includes a business agreement and necessary technical interfaces." Furthermore, this cited passage

discusses relationships between a requesting customer and a content provider. The claim limitations, on the other hand, relate established relationship between a content provider and access operator, those relationships including a business agreement and necessary technical interfaces. The cited portion of *Cooper* fails to disclose any established relationship with an access operator, much less a business agreement and necessary technical interfaces. For at least these reasons, Applicant respectfully contends that Claims 9 and 17 are allowable over the cited references. Applicant respectfully requests reconsideration and allowance.

c. The proposed *Cooper-Cunningham* combination is improper

Applicants respectfully note that, for an obviousness rejection to be appropriate, the Examiner must "identify a reason that would have prompted a person of ordinary skill in the relevant field to combine the elements in the way the claimed new invention does." *KSR Intern. Co. v. Teleflex Inc.*, 127 S.Ct. 1727, 1742 (2007). "[A] patent composed of several elements is not proved obvious merely by demonstrating that each of its elements was, independently, known in the prior art." *Id.* Applicants respectfully submit that the Office Action's proposed basis for combining the cited references fails to satisfy this requirement.

With respect to combining *Cooper* with *Cunningham*, the previous Office Action stated only that:

It would have been obvious to one of ordinary skill in the art at the time of the invention to include features and steps as taught by *Cunningham* in the system and method of *Cooper*, since the claimed invention is merely a combination of old elements, and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

These bare assertions, however, failed to satisfy the standard set forth by *KSR*. Not only are these assertions simply conclusory statements that fail to identify any reasoning or evidence that supports their conclusion, they mischaracterize the cited references.

For example, the Office Action equates the “purchase indication message” recited by claim 1 with the “validation request 22” described by *Cooper*, and equates the “transaction router” recited by claim 1 with the “validation server 14” described by *Cooper*. See Office Action at p. 4; *Cooper* at ¶ 0016. The Office Action also equates the “URL network address [sent] to the customer terminal” with the “single link to the toll sever” described by *Cunningham*, and equates the “transaction router” recited by claim 1 with the “toll server” described by *Cunningham*. See Office Action at p. 4; *Cunningham* at ¶ 0126.

Notably, *Cooper* indicates that “validation request 22 includes data identifying the customer 10 and may include other data identifying the content” and that “[t]he validation request 22 may also include a price to be charged for the content.” *Cooper* at ¶ 0016. Similarly, *Cunningham* indicates that the “link to the toll server . . . uses a URL which encodes the transaction data including amount, etc.” *Cunningham* at ¶ 0126. Thus, under the proposed combination of *Cooper* and *Cunningham*, both the “validation request” of *Cooper* and the “link to the toll server” of *Cunningham* are used to transmit transaction data such as price to the same remote element. Thus, contrary to the assertions of the Office Action, the “link to the toll server” would not have “performed the same function as it did separately,” because doing so would make the “link” completely redundant and superfluous in light of the “validation request 22” that carried the same information. Moreover, in light of this overlap in functionality, one of skill in the art would have no motivation to combine *Cooper* and *Cunningham* as described, and the proposed *Cooper-Cunningham* combination is thus improper for at least these reasons.

In response, the Office Action merely states that “Applicant’s argument of ‘overlap in functionality’ is unpersuasive and without merit because Applicant’s conclusion of redundancy is erroneous.” Office Action at p. 6. However, this is another conclusory statement, as the Office Action does not provide any articulated reasoning to clarify why Applicant’s position is erroneous. As clearly articulate above, under the Office Action’s proposed mapping of claim elements, there would be such an overlap of functionality, that one of skill in the art would not have any motivation to combine the

references as suggested. As such, Applicant respectfully maintains that the proposed *Cooper-Cunningham* combination is improper.

For at least all the reasons discussed above, Applicants respectfully request reconsideration and allowance of claims 1 and 10, and their respective dependent claims.

CONCLUSION

In view of the foregoing remarks, the Applicant believes all of the claims currently pending in the Application to be in a condition for allowance. The Applicant, therefore, respectfully requests that the Examiner withdraw all rejections and issue a Notice of Allowance for all pending claims.

The Applicant requests a telephonic interview if the Examiner has any questions or requires any additional information that would further or expedite the prosecution of the Application.

Respectfully submitted,

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